

Website Terms of Use

Effective Date: 9 May 2026



In plain English

iSpani is a voice-to-invoice tool that turns what you say into professional quotes and invoices. You can use it on our website or by chatting to our WhatsApp AI assistant.

Here's the short version of the deal:

- You own your quotes, invoices, and customer data. Full stop.
- We delete your voice recordings as soon as they're turned into text. We never keep audio.
- We don't use your data to train AI models unless you tick a box telling us we can.
- We won't publish anything that identifies you - no testimonials, no case studies - without asking you first.
- AI can make mistakes. Always check a quote or invoice before you send it to your customer.
- South African law applies. Your rights under the Consumer Protection Act and POPIA are protected.

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Part A: General Terms

1. Introduction and Acceptance

These Terms of Service ("Terms") govern your access to and use of the iSpani service, including the iSpani website at iSpani.africa, the iSpani application, and any interaction with our platform, whether accessed via the website, WhatsApp, or any other interface we make available from time to time (together, the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service. Certain parts of these Terms apply only to specific users, as noted at the top of each Part.

2. About iSpani

iSpani is an AI-powered business administration platform designed for South African SMEs. Through a combination of voice, text, and WhatsApp-based interaction with our AI assistant, iSpani helps you generate professional quotes and invoices, manage your customer relationships, track your inventory, monitor payments, reconcile your bank statements, produce business analytics, and handle related administrative tasks. The Service is accessible through our website, our WhatsApp business number, and any other interface iSpani makes available from time to time.

Company Information:

- Company Name: iSpani Africa (Pty) Ltd
- Legal Status: Private company incorporated under South African law
- CIPC Registration Number: 2026/245486/07
- Physical Address: 37a Karee St, Randpark Ridge, 2191, South Africa
- Contact Email: hello@ispani.africa

These disclosures are made in compliance with section 43 of the Electronic Communications and Transactions Act, 25 of 2002 (ECTA).

3. Definitions

In these Terms, the following words have the following meanings:

- "AI Assistant" means the artificial intelligence conversational agent operated by iSpani, accessible through the Service.
- "Business Profile" means a public-facing profile you create on the iSpani website as described in clause 23.
- "CPA" means the Consumer Protection Act, 68 of 2008.
- "POPIA" means the Protection of Personal Information Act, 4 of 2013.
- "Service" has the meaning given in clause 1.

"Sub-Processor" means a third-party service provider that processes personal information on iSpani's behalf, as listed in clause 18.

- "User Content" means any content, data, text, voice input, or other material you submit to, generate through, or store on the Service.

- "Website" means iSpani.africa and any related web properties operated by iSpani.

4. Amendments to these Terms

iSpani may update these Terms at any time. Where changes are material - meaning changes that affect your rights, your liability, fees payable, how we handle your data, or how disputes are resolved - we will notify you via email (where we have your address) or by a prominent notice on the Website at least 14 days before the changes take effect. Non-material changes (such as typo fixes or clarifications) may take effect immediately. Your continued use of the Service after changes take effect constitutes your acceptance of the revised Terms.

5. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles. Subject to your rights under the CPA and the Magistrate's Courts Act, 32 of 1944, the parties consent to the non-exclusive jurisdiction of the Magistrate's Court or the High Court of South Africa, Gauteng Division.

6. General Provisions

Severability.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remainder of these Terms remains in full force and effect.

No Waiver.

A failure or delay by iSpani to exercise any right under these Terms does not constitute a waiver of that right.

Assignment.

You may not assign or transfer your rights under these Terms without our prior written consent. iSpani may assign or transfer its rights under these Terms to any successor in interest, including in connection with a merger, acquisition, or sale of assets, on written notice to you.

Force Majeure.

Neither party will be liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, internet or telecommunications outages, government action, civil unrest, or pandemics.

Notices.

Any notice you send iSpani under these Terms must be sent to hello@ispani.africa. Notices iSpani sends you will be sent to the email address associated with your account, or displayed prominently on the Service where you do not have an account.

7. Contact

If you have any questions about these Terms, please contact us:

- Email: hello@ispani.africa

Part B: Website Use

8. Access and Permitted Use

You agree to use the Website only for lawful purposes and in ways that do not infringe on the rights of others or restrict their use and enjoyment of the Website. Prohibited conduct includes:

- Harassing, abusing, or threatening any person or entity
- Scraping or automatically downloading content without permission
- Attempting to gain unauthorised access to the Website or any account other than your own
- Uploading viruses or malicious code
- Reverse-engineering, decompiling, or disassembling the Website
- Using the Website to send spam, unsolicited commercial communications, or misleading content

9. Intellectual Property

All content on the Website, including but not limited to text, graphics, images, logos, videos, trademarks, and the overall design and layout, is the exclusive property of iSpani or its licensors. No part of the Website may be reproduced, distributed, transmitted, displayed, published, or otherwise used without the prior written permission of iSpani. You may view and print pages for personal, non-commercial use only, provided you do not modify the content and retain all copyright and other proprietary notices.

For the avoidance of doubt, this clause does not apply to User Content you create using the Service (such as your own quotes and invoices), which is governed by clause 14.

10. User-Generated Content

If you submit, post, or display content on the Website (including via contact forms, inquiries, feedback, or testimonials), you grant iSpani a non-exclusive, royalty-free licence to use that content solely for the following internal purposes: (a) responding to your inquiry; (b) operating, maintaining, and improving the Website and the Service; (c) keeping internal records; and (d) complying with legal obligations.

We will not publish, share, distribute, or use any content that identifies you - including testimonials, quotes, case studies, social media content, or marketing material - without your prior written consent. Where you do consent, that consent is limited to the specific use described to you at the time, and you may withdraw it at any time by emailing hello@ispani.africa, subject to any uses already made in good faith before withdrawal. You represent and warrant that you own or have the right to submit any content you provide, and that it does not infringe the rights of any third party. You are solely responsible for the accuracy, quality, and legality of any content you submit, and you indemnify iSpani against any third-party claims arising from content you submit in breach of these representations.

This clause does not apply to content you publish via a Business Profile (governed by clause 23) or to User Content you generate within the iSpani application (governed by clause 14).

11. Third-Party Links

The Website may contain links to third-party websites. iSpani is not responsible for the content, accuracy, or practices of these external sites. Your access to and use of third-party websites is at your own risk and subject to their terms and conditions. We recommend reviewing the privacy and terms policies of any third-party site before providing personal information or conducting transactions.

Part C: iSpani Service

You are responsible for: (a) ensuring that any new number you register is one you own and control; (b) updating your WhatsApp number promptly if the number on file is no longer in your control (for example, if you lose the SIM, port the number, or the number is deactivated); and (c) notifying us immediately at hello@ispani.africa if you receive a change-of-number notification you did not initiate.

Recycled and reassigned numbers.

You acknowledge that South African mobile numbers may be recycled or reassigned by network operators after periods of inactivity. If a WhatsApp number linked to your account is reassigned to a third party because you have not maintained it, iSpani has no way of knowing this. You must remove or change any WhatsApp number on your account before it becomes at risk of reassignment. iSpani is not liable for any loss arising from your failure to keep the WhatsApp number on your account current.

14. Your Data and Ownership

You retain full ownership of all User Content, including quotes, invoices, customer records, inventory data, and any other content you create, upload, or generate through the Service. iSpani does not claim any ownership over your User Content.

You grant iSpani a limited, non-exclusive, royalty-free licence to store, process, transmit, display, and back up your User Content for the sole purpose of providing, maintaining, and securing the Service for you. This licence ends when you delete the relevant User Content or close your account, except for: (a) backup copies retained for a reasonable period in accordance with our data retention practices; and (b) copies we are required to retain by law. You represent and warrant that your User Content, and iSpani's processing of it in accordance with these Terms, does not infringe any third party's rights and complies with all applicable laws, including POPIA. You are the responsible party (as defined in POPIA) for any personal information about your customers or other third parties that you input into the Service, and you are responsible for obtaining any consents required for iSpani to process that information on your behalf.

15. AI and How iSpani Works

iSpani uses artificial intelligence to convert your voice and text input into structured quotes, invoices, and other business documents. The Service relies on large language models and speech-to-text models provided by third parties (see clause 18) that iSpani prompts to produce output. iSpani does not train its own AI models on your data (see clause 17).

Accuracy is not guaranteed.

AI-generated content can be incorrect, incomplete, or misleading. The AI Assistant may mishear voice input, misinterpret instructions, produce factually wrong information, or generate quotes and invoices containing errors in pricing, quantities, VAT calculations, customer details, or other fields.

Your responsibility to review.

You are solely responsible for reviewing every quote, invoice, and other document generated by the Service before sending it to your customer or acting on it. iSpani is a tool that helps you work faster; it does not replace your professional judgement. You must not send an iSpani-generated document to a customer without checking it. Any dispute between you and your customer arising from an incorrect quote or invoice is a matter between you and that customer, and iSpani has no liability for it (subject to clause 22).

Output ownership.

You own the quotes, invoices, and other documents generated by the Service from your input, subject to any third-party rights in underlying data you provide.

No professional advice.

The Service does not provide legal, tax, accounting, or financial advice. Any output generated by the Service is not a substitute for professional advice.

16. Voice Recordings

When you use voice input, your speech is captured as an audio recording and sent to our speech-to-text sub-processor (OpenAI Whisper, via API) for transcription into text.

Immediate deletion.

iSpani does not retain your voice recordings. Audio is deleted from our systems as soon as transcription is complete. Our speech-to-text sub-processor processes audio via API and does not retain it after transcription in accordance with its API terms.

No voiceprint or biometric use.

iSpani does not use your voice recordings to identify you by voiceprint or for any other biometric purpose. Voice input is used solely as a means of dictating the content of your quotes and invoices.

Transcripts.

The text transcript produced from your voice input forms part of your User Content and is stored, used, and deleted in accordance with clause 14.

17. Model Training and Improvement

iSpani operates on the following principles regarding the use of your data for AI improvement:

No training by default.

iSpani does not use your User Content, transcripts, quotes, invoices, or any other information you provide to train, fine-tune, or improve any AI model, unless you have specifically opted in through a clearly labelled setting in your account. Opt-in is disabled by default. You may enable or disable it at any time, and disabling it stops any future use of your data for training.

No third-party training.

iSpani has configured its accounts with Anthropic and OpenAI (including Whisper) so that data sent via API is not used by those providers to train their models. This is the default position for API access and iSpani has confirmed it in its account settings.

Operational use of data.

The following uses do not constitute "training" and are permitted without your opt-in, as they are necessary for the operation and improvement of the Service:

- Storing your User Content in your account so you can access it
- Logging errors and diagnostic information to fix bugs and improve reliability (personal information minimised where possible)
- Producing aggregated, de-identified analytics that cannot reasonably be linked back to you or any specific user (for example, "average number of quotes generated per user per month")
- Human review of a small sample of interactions where necessary for quality assurance, subject to strict access controls and confidentiality obligations on iSpani's staff

Changes to this position.

If iSpani ever changes its position on model training - for example, by beginning to fine-tune its own models on user data - this will be treated as a material change under clause 4 and will require your fresh opt-in.

18. Sub-Processors

iSpani uses a limited number of third-party service providers to deliver the Service. The current Sub-Processors are:

- Anthropic - large language model provider used to power the AI Assistant.
- OpenAI - speech-to-text processing (Whisper API) and additional language model capabilities where used.
- Meta Platforms, Inc. and its affiliates - provider of WhatsApp, where you access the Service via WhatsApp.
- Cloud hosting, payment processing, and email delivery providers, as detailed in our Privacy Policy.

19. Service Availability

iSpani will use reasonable efforts to keep the Service available, but does not guarantee uninterrupted access. The Service may be unavailable from time to time due to maintenance, upgrades, third-party outages (including outages of Sub-Processors, Meta/WhatsApp, or hosting providers), or events outside iSpani's reasonable control. iSpani may modify, suspend, or discontinue features of the Service at any time, on reasonable notice where practical.

20. Suspension and Termination

You may close your account at any time by emailing hello@ispani.africa or via any account closure function provided in the Service.

iSpani may suspend or terminate your account, with or without notice, if: (a) you breach these Terms; (b) your use of the Service creates legal, regulatory, or security risk for iSpani or its users; (c) you fail to pay any fees due; or (d) iSpani is required to do so by law.

On termination.

On termination or closure of your account, iSpani will make your User Content available for export for a reasonable period (typically 30 days), after which it may be deleted. Certain information may be retained for longer where required by law or for legitimate operational purposes (such as tax records, dispute resolution, and fraud prevention), as set out in our Privacy Policy.

21. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, except for warranties that cannot lawfully be excluded. iSpani makes no warranty that the Service will be uninterrupted, timely, secure, error-free, or that AI-generated output will be accurate, complete, or fit for any particular purpose. To the extent permitted by law, iSpani disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

Consumer Protection Act.

Nothing in these Terms is intended to limit, exclude, or modify any right you have as a consumer under the CPA, including the rights set out in sections 51, 55, and 56. iSpani does not exclude or limit liability for fraud, gross negligence, or death or personal injury caused by its negligence.

22. Limitation of Liability

To the fullest extent permitted by law, and subject to the CPA Carve-Out below, iSpani shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of data, loss of business opportunity, or damages arising from your reliance on AI-generated output, arising out of or relating to your use of the Service, even if iSpani has been advised of the possibility of such damages.

Liability Cap.

To the extent permitted by law, iSpani's total aggregate liability for all claims arising out of these Terms or your use of the Service in any 12-month period shall not exceed the greater of: (a) the amounts you have paid to iSpani in the 12 months preceding the claim; or (b) ZAR 1,000.

CPA Carve-Out.

Nothing in this clause limits or excludes liability for: (i) fraud or fraudulent misrepresentation; (ii) gross negligence; (iii) death or personal injury caused by negligence; (iv) loss or damage that cannot lawfully be excluded under the CPA, where you qualify as a consumer; or (v) any other liability that cannot be limited or excluded under South African law.

Part D: Business Profiles

23. Business Profiles

The Website may allow registered users to create a public-facing Business Profile containing information such as your business name, logo, contact details, services offered, location, business hours, and other content you choose to display ("Profile Content"). Business Profiles are intended to be publicly visible and may be indexed by search engines, displayed in directory listings, and shared via links.

Your licence to iSpani.

By submitting Profile Content, you grant iSpani a non-exclusive, royalty-free, worldwide licence to host, store, reproduce, display, distribute, and make available the Profile Content for the purposes of: (a) operating, displaying, and promoting your Business Profile on the Website; (b) including your Business Profile in iSpani's directory, search, and discovery features; (c) generating thumbnails, previews, and links for sharing your Business Profile; and (d) marketing the iSpani directory feature generally (for example, showing example listings), provided that any such marketing use does not falsely suggest endorsement of iSpani by you. This licence ends when you delete your Business Profile, except for: (i) cached copies that take a reasonable time to expire; and (ii) backup copies retained for legal or operational purposes.

Your ownership.

You retain ownership of your Profile Content and any intellectual property in it (including trademarks and logos). The licence above is limited to what iSpani needs to run the Business Profile feature.

Your responsibilities.

You represent and warrant that:

- you own or have the right to submit all Profile Content;
- the Profile Content is accurate, lawful, and not misleading;
- the Profile Content does not infringe any third party's intellectual property, privacy, or other rights;

you have obtained all consents required under POPIA from any individual whose personal information appears in your Profile Content (for example, staff members, directors, or contact persons); and the Profile Content does not contain anything prohibited under clause 8.

Public visibility and POPIA acknowledgement.

You acknowledge that Profile Content is publicly accessible, may be viewed, copied, or shared by third parties, and may appear in third-party search results. iSpani is not responsible for any consequences of information you choose to make public via your Business Profile.

Moderation and removal.

iSpani may, at its sole discretion and without liability, remove, suspend, or refuse to publish any Business Profile or Profile Content that we reasonably believe breaches these Terms, infringes third-party rights, is unlawful, misleading, or harmful, or damages the reputation of iSpani or its users. Where reasonably possible, we will notify you before removal and give you an opportunity to remedy the issue.

Editing and deletion.

You may edit or delete your Business Profile at any time via your account. On deletion, iSpani will remove your Profile Content from public display within a reasonable period, subject to the cached and backup carve-outs above.

Account termination.

If your iSpani account is closed or suspended, your Business Profile will be unpublished. iSpani has no obligation to retain Profile Content after termination beyond the period required for legal or operational purposes.

Indemnity.

You indemnify iSpani against any third-party claims, losses, or costs (including reasonable legal fees) arising out of or relating to your Profile Content or any breach by you of this clause.

Part E: Payments and Billing

24. Fees, Billing, and Refunds

The fees payable for use of the Service, the frequency of billing, and any applicable trial periods are set out on the pricing page of the Website or as otherwise agreed with you in writing. By subscribing to a paid plan, you authorise iSpani (or its payment processor) to charge the payment method you provide on a recurring basis, in the amounts and at the intervals disclosed to you.

Price changes.

iSpani may change its fees on at least 30 days' written notice to you. If you do not accept a price change, you may cancel your subscription before the change takes effect.

Taxes.

All fees are stated exclusive of VAT unless otherwise indicated. You are responsible for all applicable taxes on your use of the Service, other than taxes on iSpani's net income.

Failed payments.

If a payment fails, iSpani may suspend or downgrade your account until payment is received. iSpani will give you reasonable notice before doing so.

14-day satisfaction refund.

If you are unhappy with iSpani for any reason within the first 14 days of subscribing to a paid plan, contact us at hello@ispani.africa and we will refund the fees paid for that plan. This 14-day satisfaction refund applies to your first paid subscription only.

Cancellation.

You may cancel your subscription at any time via your account or by emailing hello@ispani.africa. Cancellation takes effect at the end of your current billing cycle unless otherwise required by law. iSpani does not provide pro-rata refunds for unused portions of a paid billing cycle, except where required by law.

Part F: Entire Agreement

25. Entire Agreement

These Terms, together with the Privacy Policy and Cookie Notice, constitute the entire agreement between you and iSpani regarding your access to and use of the Service, and supersede all prior and contemporaneous agreements and understandings, whether written or oral. In the event of any conflict between these Terms and the Privacy Policy, the Privacy Policy shall prevail in respect of the processing of personal information.